

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER 0040361716		PAGE OF 1 39	
2. CONTRACT NO. D17PC00435		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER D17PS00103	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Bradley Ward		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME ET	
9. ISSUED BY Interior Business Center, AQD Division 4/ Branch 3 7301 West Mansfield Ave D2940 Denver CO 80235				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: 334220 SIZE STANDARD: 1,250 </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS PP30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO See Attached Schedule See Attached Schedule See Attached Schedule CO 80235		CODE 0008718777		16. ADMINISTERED BY DOI, Interior Business Center, AQD Division 1/Branch 2 381 Elden St Suite 4000 Herndon VA 20170		CODE D12	
17a. CONTRACTOR/OFFEROR ICOM AMERICA, INCORPORATED Attn: ATTN GOVERNMENT POC 12421 WILLOWS RD NE KIRKLAND WA 98034-8751 425.450.6090 TELEPHONE NO. 000-000-0000		CODE 0070371948 FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of the Interior Interior Business Center - Denver Fiscal Services Branch, D2770 7301 W. Mansfield Ave Denver CO 80235-2230			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This award is for a Multiple-Award, Indefinite-Delivery/Indefinite Quantity (ID/IQ) contract supporting the Field Communications Program. This contract is issued by the Department of the Interior (DOI)/Interior Business Center (IBC), Acquisition Services Directorate (AQD) for utilization Government-wide. Functional Category 1 (FC1) -- Products (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Hiroshi Nakaoka, President		30c. DATE SIGNED 9/22/2017		31b. NAME OF CONTRACTING OFFICER (Type or print) Eric Loveridge		31c. DATE SIGNED 9/22/2017	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	Legacy Doc #: DO Invoice Review Required: Y Period of Performance: 10/01/2017 to 09/30/2022 Functional Category 1 -- Products Line of Accounting (LOA), obligation amounts and other funding information will be cited on each individual delivery order. Obligated Amount: \$0.00 Accounting Info: Funded: \$0.00				2,999,998,000.00
00020	Minimum Order Quantity (Amount) Obligated Amount: \$2,000.00 Delivery: 09/30/2022 Accounting Info: 01 Account Assignm: K G/L Account: 6100.312F0 Business Area: D000 Commitment Item: 312F00 Cost Center: DS68694200 Functional Area: DWDAQE000.1V0000 Fund: 17XD4523WD Fund Center: DS68694200 Project/WBS: DQ.WCFD4.17CON000 PR Acct Assign: 01 Funded: \$2,000.00 The total amount of award: \$3,000,000,000.00. The Continued ...				2,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR
ICOM AMERICA, INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	obligation for this award is shown in box 26.				

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1. General

This award is being issued by the Department of the Interior (DOI)/Interior Business Center (IBC), Acquisition Services Directorate (AQD) on behalf of the DOI, Office of the Chief Information Officer (OCIO). This particular contract will provide for field communications products (**Functional Category 1**) specified in Attachment 2, Statement of Work (SOW), for the DOI and on behalf of other government customers, including both civilian agencies and the Department of Defense.

The contracts will be available for use by DOI and other federal agencies including but not limited to the Department of Homeland Security (DHS), Department of Justice (DOJ), United States Department of Agriculture (USDA), Department of Defense (DOD), and the Department of Energy (DOE), hereon referred to as Authorized Users or customer.

This is an Indefinite-Delivery/Indefinite Quantity (ID/IQ) contract as contemplated by FAR 16.504 and referenced in FAR 52.216-22 Indefinite Quantity. Because Field Communications is a multiple award acquisition, the dollar amount issued under any Field Communication delivery orders/task orders (across all Functional Categories) will count towards the total contract maximum of \$3,000,000,000.00 (\$3B). The sum contract value of all Field Communication delivery orders/task orders shall not exceed the total contract maximum.

This award is applicable only to Functional Category 1 – Products.

2. CLIN Section (Supplies or Services and Prices/Costs)

2.1.CLIN Description

CLIN 0001 – Firm Fixed Price (FFP)

Functional Category 1 – Products

- Quantities/Amounts will be determined at the individual delivery order level.
- The corresponding product and pricing information for this CLIN is located in Attachment 1.
- This CLIN is subject to the pricing established in Attachment 1.
- Pricing in Attachment 1 may be discounted at the delivery order level.

Attachment 1 contains:

- Sub-CLIN identifier
- CLIN/Sub-CLIN Description
- Make/Model
- Vendor Configuration/Description
- Pricing (to include all out-year pricing)

Awarded Task Categories under this CLIN are as follows:

- 2.a P25 Single Band_VHF-UHF1
- 2.e P25 Fixed Infrastructure

- 2.h P25 Data Radio
- 2.l Aviation Band Radio
- 2.m Marine Band Radio

CLIN 0002 – Firm Fixed Price (FFP)

Functional Category 1 – Products

Minimum Order Quantity (Amount) - \$2,000.00

ITEM NO 00020 funds this CLIN in the amount of \$2,000.00.

Pursuant to the minimum threshold detailed in this contract (paragraph 10), the amount provided in this CLIN meets the minimum threshold. The \$2,000.00 obligated on this CLIN will be applied to the first delivery order issued under this ID/IQ vehicle. DO NOT INVOICE AGAINST THE BASIC ID/IQ CONTRACT, INVOICING WILL OCCUR AT THE DELIVERY ORDER LEVEL.

2.2.Schedule of Supplies/Services

The description and specifications for required products and services can be found in Attachment 2 “Statement of Work.”

3. Contract Performance

3.1.Term of the Contract

This contract is for a five-year base ordering period plus two 1-year option periods. Options 1 and 2 will be for services to operate, maintain and decommission field communications only. Option years will be exercised at the sole discretion of the government. Exercise of an option period will be contingent upon continued need for the goods and services. The total potential period of performance will not exceed 7 years and 6 months in length if all options are exercised and the contract term is extended in accordance with clause 52.217-8.

Contractor personnel must be ready to start work with all necessary government clearances and required knowledge and experience within 45 days of contract award.

Table 1 – Contract Period of Performance

Option	Contract Start Date	Contract End Date
Base	10/1/2017	09/30/2022
1	10/1/2022	09/30/2023
2	10/1/2023	09/30/2024

Services may be required in any of the 50 states and the territories. Contract administration will take place in Herndon, Virginia, and Denver, Colorado, and radio equipment testing will take place in Denver, Colorado. The specific place of performance will be stated in the individual orders.

Applicable delivery schedules shall be cited in individual orders.

3.2.Productive Direct Labor Hours

The contractor can only charge the government for “Productive Direct Labor Hours.” “Productive Direct Labor Hours” are defined as those hours expended by Contractor personnel in performing work under this effort. This does not include sick leave, vacation, government or contractor holidays, jury duty, military leave, or any other kind of administrative leave such as acts of God (i.e., hurricanes, snow storms, tornadoes, etc.), Presidential funerals or any other unexpected government closures.

3.3.Legal Holidays

The following government holidays are normally observed by government personnel: New Year’s Day, Martin Luther King’s Birthday, Presidential Inauguration Day (metropolitan DC area only), President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Or, any other kind of administrative leave such as acts of God (i.e., hurricanes, snow storms, tornadoes, etc.), Presidential funerals or any other unexpected government closures. When a holiday falls on Saturday or Sunday, it is observed on the adjacent Friday or Monday, respectively.

3.4.Notice to the Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or any date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer (CO) and the Contracting Officer’s Representative (COR), in writing, giving pertinent details, provided that this data shall be informational only in character and that this provision shall not be construed as a waiver by the government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

If the Contractor fails to respond in a timely manner to any portion of this contract, delay will be attributed to the Contractor. Although the period of performance may change due to the delay, the price may be subject to a downward adjustment.

If the government delays performance of this contract, the period of performance and/or price may be revised upon mutual agreement between the government and the Contractor.

In the event the Contractor anticipates difficulty in complying with any contract-level delivery schedule, the Contractor shall immediately provide written notice to the CO, COR, and the PM. For any order-level deliverable, the Contractor shall provide written notification immediately to the order-level CO and COR. Each notification shall give pertinent details, including the date by which the Contractor expects to make delivery or begin/complete service; provided this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

4. Points of Contact

The government points of contact for all activities prior to contract award are listed below.

Procuring Contracting Staff

Eric Loveridge, Contracting Officer
Department of the Interior, IBC, AQD
7301 W. Mansfield St.
Lakewood, CO 80235
Phone: 303-969-5689
Email: eric_loveridge@ibc.doi.gov

Sara Soeka, Contract Specialist
Department of the Interior, IBC, AQD
7301 W. Mansfield St.
Lakewood, CO 80235
Phone: 303-716-4311
Email: sara_soeka@ibc.doi.gov

Wade Ward, Contract Specialist
Department of the Interior, IBC, AQD
7301 W. Mansfield St.
Lakewood, CO 80235
Phone: 303-980-3870
Email: bradley_ward@ibc.doi.gov

Administrating / Ordering Contracting Staff

Shelita Saint-Louis, Chief, Acquisition Management Branch 2, Division 1
Department of the Interior, IBC, AQD
381 Elden St. Suite 4000
Herndon, VA 20170
Phone: 703-964-3691
Email: Shelita_Saint-Louis@ibc.doi.gov

5. Delivery for FOB Destination

5.1.Packaging and Marking

All deliverables submitted under this contract shall be prepared and packaged in accordance with the standard commercial practices. The Contractor shall place the contract number on or adjacent to the exterior shipping label. Elaborate art work, expensive paper and bindings are neither necessary nor desired.

Unless otherwise directed by the CO, all reports shall be delivered by electronic mail (e-mail) or First Class mail. The cost of delivery by more expensive means will not be reimbursed by the Government unless approval is obtained in advance from the CO.

All deliverables submitted to the IDIQ or applicable order-level Program Manager (PM), CO and/or COR shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

- Contract number;
- Delivery order/task order number;
- Name and address of the consignor;
- Name and address of the consignee;
- Government bill of lading number covering the shipment (if any); and
- Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any).

Specific marking requirements may be addressed in individual orders.

5.2.Environmental Considerations

The Contractor shall use (where possible) packing materials which have the least impact on the environment when manufactured or discarded, including, brown cardboard in lieu of cardboard which has been bleached white and/or dyed, and materials which both decompose and are recyclable in lieu of recycle-only products such as plastic or Styrofoam.

5.3.Equipment Removal

All Contractor-owned equipment, accessories, and devices located on government property shall be dismantled and removed from government premises by the Contractor, at the Contractor's expense, within ninety (90) calendar days after contract expiration, or as mutually agreed by the government and the Contractor. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the CO. Specific requirements will be addressed in individual Orders.

6. Contract Administration

6.1.Authorized Users

The following organizations are authorized ordering officers:

- All Warranted CO's of the Interior Business Center's (IBC) Acquisition Services Directorate (AQD).

6.2.Authorities

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, administration of the contract will require maximum coordination between the government and the Contractor. The following information identifies the individuals responsible for this coordination.

6.2.1. Contracting Officer /Contract Specialist

There will be a contract-level CO, order-level CO, contract-level COR, order-level COR, and contract-level Contractor's PM. The roles and responsibilities of each are described in further detail below.

6.2.1.1. Contract-Level Contracting Officer

The contract-level CO is the only person authorized to approve changes to, or modify any of the requirements under the contract. In the event the Contractor effects any such change at the direction of any person other than the CO, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

Requests for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the CO via email. The CO for the base contract is the only official authorized to terminate the base contract for cause, to issue notices of termination for cause, or to issue cure notices and show cause notices.

The CO is responsible for overall management and administration and the final close out of the contract, and when necessary, shall:

- Provide scope oversight
- Serve as liaison between the Contractor and the government
- Ensure compliance with contractual requirements
- Issue the contracting officer's final decision and handle all contract-level contractual disputes under the Contract Disputes Act
- Issue all contract modifications against the contract

The CO, through a letter of delegation, will appoint the COR for this contract. A copy of the letter of delegation with specific duties and responsibilities will be provided to the Contractor.

6.2.1.2. Order Contracting Officer

Products and services will be ordered via orders issued by the order-level CO following the ordering procedures set forth in Section 6.3, of this document, Issuance of Orders.

The CO at each authorized ordering activity is authorized under this contract to:

- Issue Order Requests for Proposal.
- Complete any and all administrative contractual actions with the Contractor concerning those Orders issued by their office.
- Terminate Orders, issued by their office, for convenience and default and cancel orders with no additional cost to the government

The order-level CO is responsible for preparing the order requests for proposal (TO-RFP/DO-RFP) and for establishing the technical and price/cost evaluation teams associated with each delivery order/task order. The CO also formulates appropriate evaluation criteria and factors to ensure quality competition and provides the best value for each effort. In no event will an order change the requirements of the base contracts. Should the contract user require such a change, specific approval must first be obtained from the contract-level CO. The order-level CO is responsible for:

- Issuing orders and ensuring they contain required information

- Completing administrative contractual actions concerning individual orders
- Terminating orders, for convenience or cause, and canceling orders at no additional cost to the government
- Ensuring that orders are within the scope of the contract
- Performing inspection and acceptance or rejection of the products/services provided by the Contractor
- Approving or withholding payments, or authorizing partial payment of invoices
- Completing periodic past performance reports, with input from the assigned order COR
- Administration and final closeout of orders
- Forwarding an end of fiscal year notification to the DOI CO (either by memo, letter, or electronically), stating which orders awarded in preceding fiscal year are closed with final disposition complete, including release of claims letter

6.2.2. Contracting Officer's Representative (COR)

There will be a contract-level COR and an order-level COR for each order. The contract-level CO will designate the COR for a given contract. The order-level CO will designate CORs for individual orders that will be responsible for the day-to-day coordination of the order.

The COR will represent the CO in the administration of technical details within the scope of the contract or order. The COR is also responsible for the final inspection and acceptance of all delivery order/task order deliverables and reports, and such other responsibilities as may be specified in the order. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the CO or the government. The COR does not have authority to alter the Contractor's obligations or to change the contract or order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify delivery order/task order obligations or the specification, changes will be issued in writing and signed by the CO.

6.2.3. Ombudsman

Per FAR 16.505(b)(8), an ombudsman must be designated in task and delivery order, multiple-award contracts. The ombudsman reviews complaints from contractors and ensures they are afforded a fair opportunity to be considered. The ombudsman for this contract is located at:

Waleska Pierantoni
Office of Acquisition and Property Management

Specific contact information will be provided upon contract award.

6.2.4. Contractor Responsibilities

The contractor is responsible for notifying the CO of any potential issues or concerns – technical, scope or financial, concerning this delivery order/task order. Specific responsibilities are listed below.

6.2.4.1. Supervision of Contractor's Employees

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as subcontractor efforts used in performance of this effort. The Contractor's

management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained herein. Resumes submitted for employees assigned to perform under this contract shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

If the Contractor finds clarification necessary with respect to the scope of services to be performed or the manner in which the services are to be performed hereunder, he shall request in writing such clarification from the CO.

Contractor personnel shall not at any time during the contract period be employees of the U.S. government.

The contractor's employees and subcontractors must make clear, in dealings with the public, federal employees, or other contractors that they are not federal employees. To minimize possible confusion, contractors and subcontractors are not permitted to wear clothing or other items (apart from official identity credential) bearing the name, logo, or seal of the U.S. Department of the Interior while performing work under this contract.

6.2.4.2. Contractor's Representatives

The Contractor shall identify below a Contract Manager and Program Manager who shall have the authority to make contract and technical decisions respectively regarding this contract. If the Contractor chooses to identify additional managerial positions or align duties of managers as described below with company structure and resources, that is permissible, but the contractor must ensure the responsibilities described below are covered. These individuals will act for the Contractor for the duration of this contract or until the CO has been notified by the Contractor in writing of their replacement.

Contract Manager

The Contract Manager to be contacted for all contract administration matters:

Name: Kristina Pickering_____

Address: 12421 Willows Road NE
Kirkland, WA 98034

Phone No.: 425.450.6092 - Cell 206.327.3381

Fax No.: 425.450.6063

Email: salescontracts@icomamerica.com_____

The Contract Manager shall be responsible for all contract administration issues and shall act as the central point of contact with the government for all such issues. The Contract Manager shall have full authority to act for the contractor in all contractual matters.

Program Manager

The Program Manager to be contacted for all service related issues:

Name: Phil Kirmuss_____

Address: 12421 Willows Road NE
Kirkland, WA 98034

Phone No.: 425.586.6377 - Cell 970.396.2379

Fax No.: 425.450.6063

E-mail: philk@icomamerica.com_____

The contractor shall appoint a Program Manager who will be the contractor's authorized representative for technical and administrative performance of all products and services required hereunder. The Program Manager shall provide the single point of contact through which all contractor/government communications, work, and technical direction shall flow. The Program Manager shall receive and execute, on behalf of the contractor, such technical direction as the CO and his/her designated representative may issue within the terms and conditions of the contract. All administrative support of the contractor's technical personnel, and all interface and interaction with subcontractors, OEMs, and suppliers used by the contractor in performance of this contract, shall be the responsibility of the contractor.

The Program Manager or alternate must be available during normal duty hours, as specified herein and to meet with government personnel within 24 hours notification to discuss problems.

The Program Manager may not be diverted to other projects for 14 consecutive days or more without giving prior written notification to the CO or his representative. Such notification shall include a justification for the diversion, together with information on the proposed substitute in sufficient detail to permit analysis of any potential negative effects on contract performance. No substitution shall be made without the written consent of the CO; provided, however, that the CO may grant such consent retroactively. Any such substitution of a permanent nature will be made a part of this contract through the issuance of a modification.

When the Program Manager is temporarily unavailable to manage the contract effort for a period longer than 72 hours, including absences due to vacation or illness, the contractor will provide to the CO and COR a written designation of an alternate representative, itemizing any limitations in the alternate's

authority. The procedures of paragraph (d) above do not apply to such temporary designations unless they are expected to exceed the time period indicated in that paragraph.

6.3. Issuance of Orders

Any services or products to be furnished under this Contract shall be ordered through the CO by issuance of a Task or Delivery Order Request for Proposal (TO-RFP/DO-RFP). Such orders may be issued at any time during the effective period of the Contract as specified in Section 2.1. The government will determine which pricing type to utilize for each order. This will be determined on a task-by-task basis.

Each order will be initiated by an authorized CO or Contract Specialist through a TO-RFP/DO-RFP requesting a technical and price proposal/quote from the Contractor for the services and/or products described in the task SOW. Individual orders will be competed amongst IDIQ vendors within particular Technical Categories unless an exception to fair opportunity exists. Each order will identify the applicable Functional Category, as identified in the IDIQ SOW. Contractors may bid only on tasks as the prime contractor when the task falls under one or more of the task categories in which the Contractor received contract award. Contractors that were not awarded contracts under a certain task category may still participate in a subcontractor role. Teaming amongst Contractors is encouraged where appropriate to enhance capabilities and proposed technical solutions.

The solicitation process will be conducted either manually, or via an electronic process (email), if available. The proposal request will set forth the government's specific hardware and/or software requirements, a detailed description of the services required (if applicable), delivery date or period of performance, report deliverables, and the due date for proposal submission(s). The proposal request will also include specific instructions for proposal submissions. DOI will ensure that adequate time is provided to prepare and submit responses. The order-level CO will determine the appropriate amount of time based on the estimated dollar value and complexity of the proposed delivery order/task order.

In accordance with FAR clause 52.216-22 Indefinite Quantity the period of performance of an order may extend past the IDIQ contract's end date for a period not to exceed one (1) year.

All orders under this contract shall be performed in accordance with the SOW for the contract and contractual terms and conditions. All orders shall use the rates established herein. Offerors will be encouraged to apply additional discounts to contract rates in order to maintain competitiveness during delivery order/task order competitions.

The government does not anticipate large volumes of documentation in response to a TO-RFP/DO-RFP and will identify page limitations in each solicitation. Each TO-RFP/DO-RFP will identify a schedule of events to include a period for questions and answers, proposal submission date, a period for government evaluation, and negotiation between the Contractor and government, if necessary. Funding for the task will be provided at time of task award.

All orders are subject to the terms and conditions of this contract. In the event of conflict between an order and this base contract, the base contract shall take precedence.

6.4. Correspondence

To promote timely and effective administration, correspondence shall be subject to the following procedures:

- Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the Contracting Officer's Representative (COR) with an information copy to the Contracting Officer (CO).
- All other correspondence, including invoices, (that proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this SOW) shall be addressed to the Contracting Officer with an information copy to the COR.

7. Invoices

7.1. Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (APR 2013)

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: Paper copy of applicable invoices with required supporting documents.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days after the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or telephone at (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

7.2. Additional Invoicing Instructions

Any payment under this delivery order/task order to provide a service or deliver an article for the United States government may not be more than the value of the service already provided or the article already delivered. The Contractor shall bill either monthly or quarterly, in arrears, in accordance with 31 U.S.C 3324.

7.3.Method of Payment

The Department of the Interior has adopted the Department of Defense's Central Contractor Registration database as its database for contractor information. All payments by the government under this contract shall be made by electronic funds transfer (EFT). Therefore, the provisions of FAR 52-232.33, Payment by Electronic Funds Transfer – System for Award Management, apply and are hereby incorporated by reference in Section I of this contract.

8. Travel

The contractor shall provide travel in accordance with (IAW) the SOW on each individual delivery order/task order issued hereunder (as applicable/required). The Government will only reimburse allowable costs in accordance with FAR 31.205-46, "Travel Costs".

9. Other Direct Costs (ODCs)

Other Direct Costs, not identified herein, shall be delivery order/task order dependent. The price(s) charged to the government for such item(s) or service(s) will be an amount not greater than the then current commercial list price and procured in accordance with all required laws and regulations. However, in no event shall the price(s) for the particular item(s) or service(s) be in excess of the listed contract price, GSA Schedule price or the price charged to the contractor's most favored commercial customer, whichever is less. The contractor shall seek competitive bids for all lots of equipment, supplies, and/or services exceeding the micro-purchase threshold, as identified in the Federal Acquisition Regulation (FAR) 2.1, Definitions, which are acquired under this contract, and provide them to the government as backup documentation to support price reasonability. As an alternative to seeking competitive bids, the contractor may show that the proposed pricing is at or below the GSA Schedule price for the same type of item.

10. Minimum and Maximum Thresholds

During the life of this contract, the government is not obligated to purchase services above the guaranteed minimum for this entire period of performance for this IDIQ (inclusive of options) which is \$2,000.

The contract ceiling across all contracts for this entire period of performance for this IDIQ (inclusive of options) is \$3,000,000,000.

11. Contract Clauses

11.1. Clauses

11.1.1. FAR Clauses

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov> and www.doi.gov/pam/aindex.html

(End of Clause)

Clause	Title	Date
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items	MAY 2015
	ALT I	MAY 2014
52.217-5	Evaluation of Options	JUL 1990
52.227-14	Rights in Data – General	MAY 2014
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights in Data – Special Works	DEC 2007
52.227-18	Rights in Data – Existing Works	DEC 2007
52.227-19	Commercial Computer Software License	DEC 2007
52.232-40	Providing Accelerated Payments to Small business Subcontractors	DEC 2013

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

__ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5) [Reserved].

X (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (Nov 2011) of [52.219-3](#).

__ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (ii) Alternate I (JAN 2011) of [52.219-4](#).

__ (13) [Reserved]

__ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

X (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Oct 1995) of [52.219-7](#).

___ (iii) Alternate II (Mar 2004) of [52.219-7](#).

X (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

X (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2016) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (Nov 2016) of [52.219-9](#).

X (iii) Alternate II (Nov 2016) of [52.219-9](#).

___ (iv) Alternate III (Nov 2016) of [52.219-9](#).

___ (v) Alternate IV (Nov 2016) of [52.219-9](#).

X (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).

X (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

X (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

X (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

X (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

X (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

X (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

X (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).

X (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

X (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

X (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

_ (35) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

_ (36) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016).

_ (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

_ (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

_ (ii) Alternate I (Oct 2015) of [52.223-13](#).

_ (41)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

_ (ii) Alternate I (Jun 2014) of [52.223-14](#).

X (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

X (43)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

__ (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).

X (47) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

__ (48)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (May 2014) of [52.225-3](#).

__ (iii) Alternate II (May 2014) of [52.225-3](#).

__ (iv) Alternate III (May 2014) of [52.225-3](#).

__ (49) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

X (50) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (51) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

__ (52) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (53) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

__ (54) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

__ (55) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (56) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (57) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (58) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

__ (59) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

X (60)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

__ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

__ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

__ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

__ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

X (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

__ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

__ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

__ (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(v) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

- (viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
- (ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xi)
- [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xvii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (Oct 2016)).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xx) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the end of the base period or any current option of this contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

FAR 52.216-19 Order Limitations (OCT 1995)

(a) Minimum order. When the government requires supplies or services covered by this contract in an amount of less than **or \$20.00 in Functional Category 1 and \$100.00 in Functional Category 2 and 3**, the government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

1) Any order for a single item in excess of **\$100,000,000.00 in Functional Category 1 and \$200,000,000.00 in Functional Category 2 and 3**;

2) Any order for a combination of items in excess of **\$500,000,000.00**; or

3) A series of orders from the same ordering office within **seven (7) calendar** day(s) that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **seven (7)** days after issuance, with written notice stating the Contractor’s

intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the government may acquire the supplies or services from another source.

(End of clause)

FAR 52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of the current period of performance or individual order, whichever is later.

(End of clause)

FAR 52.217-8 Option to Extend Services (NOV 1999)

The government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within fifteen (15) calendar days of contract expiration.

(End of Clause)

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The government may extend the term of this contract by written notice to the Contractor within any time prior to the end of the current contract period; provided that the government gives the

Contractor a preliminary written notice of its intent to extend at least thirty (30) calendar days before the contract expires. The preliminary notice does not commit the government to an extension.

(b) If the government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed seven (7) years and 6 months.

(End of clause)

FAR 52.252-6 Authorized Deviation in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of the Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

11.1.2. DIAR Clauses

1452.201-70 Authorities and delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible,

when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

1452.204-70, Release of Claims—DOI (JUL 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of clause)

1452.224-1 Privacy Act Notification (JUL 1996) (Deviation)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

Applicable Department of the Interior regulations concerning the Privacy Act are set forth in 43 CFR 2, subpart D. The CFR is available for public inspection at the Departmental Library, Main Interior Bldg., 1849 C St. NW, Washington DC, at each of the regional offices of bureaus of the Department and at many public libraries.

(End of Clause)

11.1.3. Local Clauses

Limitation on Subcontracting Report (JAN 2012)

In order to ensure compliance with FAR 52.219-14, Limitations on Subcontracting, the contractor shall submit a semi-annual report to the Contracting Officer on 30 June and 30 December of each year of

contract performance. The report shall be submitted for the period beginning on the date of contract through the first of the month (June or December), and shall be in the following format:

Date of Report:

Period Being Reported: Date of Contract Award through _____.

Total Contract Costs*:

Total Contract Costs* Performed/Provided by Prime:

Total Contract Costs* Subcontracted:

Percentage Performed/Provided by Prime:

Percentage Performed/Provided by Subcontractors:

Certified By:

Date Certified:

If the Contractor's costs* are below the minimum performance measures stipulated at FAR 52.219-14, the Contractor shall provide a detailed mitigation plan on how it is going to cure its failure to comply with 52.219-14. This mitigation plan shall be provided to both the Small Business Administration and the Contracting Officer. The Contracting Officer will evaluate the plan to assess the adequacy. This clause does not limit the rights and remedies of the government under other contract clauses, including but not limited to the default or termination provisions of the contract.

*As stipulated in FAR 52.219-14

(End of clause)

Contractor Performance Assessment Reporting System (JUL 2010)

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have

the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for government use supporting source selection actions after it has been finalized.

(End of local clause)

Internet Protocol Version 6 (JUN 2012)

(a) Any system hardware, software, firmware and/or networked component (voice, video, or data) developed, procured, or acquired in support and/or performance of this contract shall be capable of transmitting, receiving, processing, forwarding, and storing digital information across system boundaries utilizing system packets that are formatted in accordance with commercial standards of Internet Protocol (IP) version 6 (IPv6) as set forth in the USGv6 Profile (NIST Special Publication 500-267) and corresponding declarations of conformance defined in the USGv6 Test Program. In addition, this system shall maintain interoperability with IPv4 systems and provide at least the same level of performance and reliability capabilities of IPv4 products.

(b) Specifically, any new IP product or system developed, acquired, or produced must:

(1) Interoperate with both IPv6 and IPv4 systems and products, and

(2) Have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.

(c) As IPv6 evolves, the Contractor commits to upgrading or providing an appropriate migration path for each item developed, delivered or utilized at no additional cost to the government. The Contractor shall retrofit all IPv6 capable equipment, at no additional cost to the government.

(d) The Contractor shall provide technical support for both IPv4 and IPv6.

(e) Any system or software must be able to operate on networks supporting IPv4, IPv6 or one that supports both.

(f) Any product whose non-compliance is discovered and made known to the Contractor within one year after acceptance shall be upgraded, modified or replaced to bring it into compliance at no additional cost to the government.

(End of Clause)

Security of Personal Identifiable Information (PII) (UPDATED FEB 2009)

The Department of the Interior is responsible and committed to protecting all sensitive information and Personal Identifiable Information (PII) maintained in all automated information systems pursuant to the passage of the Gramm-Leach Bliley Act of 1999.

OMB Circular A-130, Appendix III, Security of Federal Automated Information Resources, states that there is a “presumption that all [systems] contain some sensitive information.” The Computer Security Act of 1987 (P.L. 100-235) provides the following definition of the term sensitive information:

“... any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.”

The contractor must ensure that Personal Identifying Information (PII) cannot be accessed by unauthorized personnel. PII includes “any information about a natural person that is readily identifiable to that specific individual. It includes, but is not limited to, an individual’s name, social security number, street address, and financial information.” The minimum controls to effect this requirement are as follows:

All PII and other sensitive information written to a CD-R, DVD-R or other mobile media must be encrypted in some form so that it protects the data from unauthorized access in the event that the media is stolen or otherwise lost. An encryption key that provides access to the PII must be provided to the COR/COR. Examples of storage media include, but are not limited to, hard drives, floppy disks, USB drives, removable media cards, CDR, DVDR, and all forms of tape. This applies to all storage media, whether contractor or government owned.

(End of Clause)

11.2. Special Contract Requirements

11.2.1. Advertising of Award

The contractor shall not refer to this award in commercial advertising, or similar promotions in such a manner as to state or to imply that the product or services provided is endorsed, preferred, or is considered superior to other products or services by the Department of the Interior (DOI). This includes advertising, or similar promotions, in all forms or electronic, broadcast, and print media.

In addition, the contractor is restricted from reproducing the image(s) of the DOI in any form of commercial advertising, or similar promotion. This includes images of official seals and buildings. The reproduction of official seals and the images of buildings is a matter controlled by regulation and Executive Order. Any proposed usage of such symbols must be brought to the attention of the Contracting Officer.

11.2.2. Name Brand Requirements

The government anticipates the need for name brand specific requirements on orders issued under this IDIQ. All requirements of this nature shall be supported by a justification detailing the exception to Fair Opportunity applicable to the requirement.

11.2.3. Original Equipment Manufacturer (OEM) Management Requirements

The prime contractors shall be responsible for the management of their OEMs, suppliers and subcontractors during the term of the contract. Attributes of such responsibility are expected to involve the assessment, selection, coordination, and management of the OEMs, suppliers, and subcontractors who provide the products included in the proposal.

11.2.4. Key Personnel

Key personnel are those Contractor personnel considered to be essential to contract performance and subsequent orders. The Contractor's Program Manager and Contract Manager are designated as key personnel, and may only be replaced with the approval of the government's contract-level PM and CO, in accordance with the terms and conditions of Section 11.3.6, Substitution of Key Personnel. If the government determines that certain personnel are "key" to successful completion of an order, they will be designated as "Key Personnel" at the order level. Key Personnel at the order level is defined as follows:

1. Personnel identified in the Proposal as key individuals to be assigned for participation in the performance of the Order and who may, at the discretion of the government, be interviewed to verify resumé representations;
2. Personnel whose resumé were submitted with the Proposal; or
3. Individuals who are designated as key personnel by agreement between the government and the Contractor during Order negotiations.

11.2.5. Substitution of Key Personnel

The Contractor shall notify the CO and the COR prior to making any changes in Key Personnel. No changes in Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to, or better than the qualifications of the Key Personnel being replaced. All proposed substitutes shall have qualifications equal to, or higher than the qualifications of the person to be replaced. The CO shall be notified in writing of any proposed substitution at least fifteen (15) calendar days in advance of the proposed substitution. Such notification shall include:

1. An explanation of the circumstances necessitating the substitution;
2. A complete resume of the proposed substitute; and,
3. Any other information requested by the CO to enable him/her to determine whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award. The contract-level CO will evaluate substitutions at the contract level; and the order-level COR will evaluate order-level substitutions. These individuals will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval in

writing. All disapprovals will require resubmission of another substitution within fifteen (15) calendar days by the Contractor.

11.2.6. Contractor Interfaces

The Contractor and/or his subcontractors may be required as part of the performance of this contract to work with other Contractors supporting the Field Communications requirements for the government. Such other Contractors shall not direct this Contractor and/or their subcontractors in any manner. Also, this Contractor and/or their subcontractors shall not direct the work of other Contractors in any manner.

The government shall establish an initial contact between the Contractor and other Contractors and shall participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings/contacts will be established. Any CORs of other contracts shall be included in any establishment of conventions.

11.2.7. Standard of Conduct at Government Installations

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity; and shall be responsible for taking such disciplinary action with respect to its employees, as necessary.

11.2.8. Warranty Against Dual Compensation

The contractor warrants that if he/she is involved in two or more projects, at least one of which is supported by Federal funds, he/she may not be compensated for more than 100% of his/her time during any part of the period of dual involvement.

11.2.9. Restrictions on Future Contracting With DOI.

It is agreed by the parties to this contract that the contractor will be restricted in its future contracting with DOI in the manner described herein. Except as specifically stated herein, the contractor shall compete for DOI business on an equal basis with other companies.

If the contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work which are to be incorporated into a solicitation, the contractor will be ineligible to perform the work described within that solicitation as a prime or first-tier subcontractor under the resultant contract. DOI will not unilaterally require the contractor to prepare such specifications or statements of work under this contract.

The restrictions as stated herein may be waived by the Contracting Officer if it is determined that such restrictions would be detrimental to any government program.

11.2.10. Section 508 Applicable Standards

508 Compliance is addressed in Section 16 of the Statement of Work (Attachment 2).

11.2.11. Indemnity

The Contractor shall hold and save the government, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on

account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrong mission of the Contractor, or any subcontractor, or their employees, agents, etc.

Nothing in paragraph a above shall be considered to preclude the government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is the government property. The Contractor shall do nothing to prejudice the government's right to recover against third parties for any loss, destruction of, or damage to government property, and upon the request of the Contracting Officer shall, at the government's expense, furnish the government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the government) in obtaining recovery.

The contractor agrees to include this clause, appropriately modified, in all subcontracts to be performed under this contract.

11.2.12. Set Aside of Orders for Indian Economic Enterprises

The Contracting Officer will give notice of the order or orders, if any, to be set aside for Indian Economic Enterprises (IEE) in accordance with the Department of the Interior Acquisition Regulations Part 1480.

11.2.13. Technology Refresh/Enhancement (TRE) Proposals

During the performance of this contract, the government may solicit, and at the Contractor's discretion may submit Technology Refresh/Enhancement (TRE) Proposals. TRE means any changes and/or enhancements within the functional categories and/or contract line items contained in this contract. The TRE shall contain the documentation by which any proposed change is described, justified, and submitted to the procuring activity for approval or disapproval. These TREs, must be within the general scope of this contract, may be requested by the government and/or proposed by the contractor, for certain requirements specified herein. The TREs may include but are not limited to enhancements, technology refresh or renewal, and/or for any other purpose which present a system or service performance advantage to the government. Improvement in technology which better provides for the needs of employees/users with disabilities is especially encouraged. Implementation of an approved TRE may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.

1. At a minimum, any proposal submitted by the Contractor pursuant to this clause shall include the following information:
 - a. A statement to the effect that the proposal is being submitted pursuant to this clause;
 - b. A detailed technical description of the proposed changes;
 - c. A detailed comparison between the existing contract requirements and the proposed changes, including the advantages and disadvantages of each;

- d. An itemized list of each contract requirement, including any delivery schedules or completion dates that would, in the Contractor's opinion, be effected by the proposed changes;
 - e. An estimate of any change (increase or decrease) to the contract's price, including any related cost;
 - f. An estimate of the date by which the government should accept the proposal in order to receive maximum benefits; and,
 - g. The date until which the proposal is valid. (This date must provide reasonable time for the government to review the proposal.)
2. The Contractor may withdraw, in whole or in part, any improvement proposal which is not accepted by the government within the specified time for acceptance.
3. The Contracting Officer shall accept or reject any improvement proposal by giving the Contractor written notice of such acceptance or rejection.
4. If the proposal is accepted, the Contracting Officer shall issue a contract modification to incorporate any necessary changes into the contract, including any increase or decrease in the contract price. Such adjustment shall be made in accordance with the changes clause of this contract.
5. Unless and until the contract is modified in writing to incorporate any changes resulting from the government's acceptance of an improvement proposal, the Contractor shall continue to perform in accordance with the contract's existing terms and conditions.
6. The Contracting Officer's decision to accept or reject any improvement proposal shall be final and shall not be subject to the terms cited in the disputes clause. Furthermore, the government shall not be liable for the direct reimbursement of any proposal costs. In no event shall the government be liable for any additional costs incurred by the Contractor due to the government's delay in accepting or rejecting any improvement proposal.
7. The Contractor is requested to identify specifically any information contained in its improvement proposal which it considers confidential and/or proprietary and which it prefers not be disclosed outside the government. The Contractor's identification of information as confidential and/or proprietary is for informational purposes only and shall not be binding on the government. The Contractor is advised that such information may be subject to releases under the Freedom of Information Act (5 U.S.C. 552).

11.2.14. Off-Ramp

To ensure success of the Field Communications contract, each Contractor is expected to participate in the ordering process by submitting proposals in response to a TO-RFP/DO-RFP for which the Contractor has a reasonable chance for award, to successfully perform the terms of their Orders, and to promptly improve performance when it does not meet the terms of the Orders. If a Contractor does not meet these expectations, it is the government's intent to "off-ramp" the Contractor.

11.2.15. On-Ramp

Consistent with FAR 16.504(c)(1)(ii)(A), the Contracting Officer has determined it is in the government's best interest that at all times during the term of the Contract, there remain an adequate number of

Contractors eligible to compete for Orders. Over time, the total number of Contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, the government's exercise of the off-ramp process, or other reasons. Recognizing this, DOI intends to periodically review the total number of Contractors participating in the Field Communication's ordering process and determine whether it would be in the government's best interest to initiate an open season to award new IDIQ contracts.

11.2.16. Open Season Procedures

If DOI determines that it would be in the government's best interest to open a new solicitation which will result in award of new IDIQ contracts or additional Functional Category awards for existing contract holders, the contract-level CO may do so at any time provided:

1. The solicitation is issued under then-applicable federal procurement law;
2. The solicitation identifies the total approximate number of new awards that the CO intends to make. The CO may decide to award more or fewer Contracts than the number anticipated in the solicitation depending upon the overall quality of the offers received;
3. Any Contractor that meets the eligibility requirements set forth in the new solicitation submits a proposal in response to the solicitation; however, existing Contractors may not hold more than one contract at any time;
4. The award decision under any solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation;
5. The terms and conditions of any resulting awards from a new solicitation are materially identical to the existing version of the Contract;
6. The term for any such new awards from a solicitation is co-terminus with the existing term for all other Contractors, including the option period (if applicable); and
7. If awarded a contract, any new Contractor is eligible to submit a proposal in response to any delivery order/task order requests and receive delivery order/task order awards with the same rights and obligations as any other Contractor.

11.2.17. Fair Opportunity Ordering

General. Individual orders will describe services to be performed or supplies to be delivered so that the full price for the performance of the work can be established when the order is placed. Orders will be within the scope of the contract, will be issued within the period of performance, will be within the maximum value of the contract, and will follow the fair opportunity process as described below.

(b) Orders may be issued any time during the term of the contract or any extension. All orders issued before the end of the contract term shall be honored and performed by the contractor, following the terms and conditions of the contract. All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall prevail.

Fair Opportunity Process.

(a) The following fair opportunity process will be utilized in placing orders against this contact in order to provide all contractors, within their technical service lines(s), a fair opportunity to be considered for an order.

(b) The fair opportunity process described in the Federal Acquisition Regulation (FAR) 16.505(b) applies to this contract. The government will provide a fair opportunity to all awardees, except as provided for in the section below, Exceptions to Fair Opportunity.

(c) The government reserves the right to modify this process and will notify the contractor of any such modifications in advance of any orders being placed using the modified process without additional cost to the government. Additionally, the government reserves the right to issue orders orally, by facsimile, or by any other electronic commerce methods.

Exceptions to Fair Opportunity. Orders may be issued without the fair opportunity process whenever circumstances warrant the exercise of any exception set forth in 41 United States Code (USC) §253j.

Certain Agencies may have additional requirements for use of an exception to the fair opportunity process. Under those circumstances, the Agency or an Agency conducting the fair opportunity process on behalf of another Agency must meet the Agency's additional requirements. Agencies will consider the following in conducting and documenting the fair opportunity order placement decision. These examples are provided only for illustrative purposes:

See FAR 16.505(b)(2) for further information on exceptions.

Protests and Complaints. No protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under this contract, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract (FAR 16.505(a)(10)).

12. Attachments

Attachment Number	Description	Date
Attachment 1	CLIN Pricing	3/28/2017
Attachment 2	SOW V3.8.5 (via RFP Amendment 5)	3/10/2017